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LUCAS M. GIOVIG (SBN: 10053)  
2 **DUANE MORRIS LLP**  
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6 Attorneys for U.S. BANK, NA

7 **UNITED STATES DISTRICT COURT**  
8 **DISTRICT OF NEVADA**

9 SHAWN LAMPMAN,  
10

11 Plaintiff,

12 vs.

13 U.S. BANK, NA, U.S. BANK HOME  
14 MORTGAGE, DOES I through X, inclusive,  
and ROE BUSINESS ENTITIES I through X,  
15 inclusive,

16 Defendants

Case No.: 2:09-CV-02017-RCJ-RJJ

**DECLARATION OF AMANDA MILLAY  
IN OPPOSITION TO PLAINTIFF'S  
APPLICATION FOR RESTRAINTS AND  
IN SUPPORT OF MOTION FOR AN  
ORDER FOR EVICTION**

17 I, Amanda Millay, declare:

18 1. I am over eighteen years old and make this declaration of my own personal  
19 knowledge. I am employed by U.S. Bank, National Association ("U.S. Bank") as an Asset Team  
20 Leader.  
21

22 2. I make this declaration in support of Defendants' Opposition to Plaintiff's Renewed  
23 Motion for Temporary Restraining Order and Preliminary Injunction, and Motion for Summary  
24 Eviction.

25 3. As to the facts in this declaration, I know them to be true of my own knowledge or  
26 have obtained knowledge of them from employees whom I supervise or work with and from my  
27 review of the business records of U.S. Bank concerning the loan documents with Shawn Lampman.  
28 If called upon to testify as to the matters set forth in this declaration, I could and would competently

1 testify thereto, since the facts set forth herein are known to me to be true. As to those matters stated  
2 in this affidavit on information and belief, I believe them to be true.

3 4. On or about August 29, 2008, Shawn Lampman obtained a loan from Firstier Bank in  
4 the approximate amount of \$2,000,000.00 in order to purchase 10000 Summit Canyon Drive, Las  
5 Vegas, Nevada 89144 (the "Property"). This loan was secured by a first position deed of trust,  
6 which was recorded at the Office of the Clark County Recorder ("First Loan"). The First Loan was  
7 later assigned to U.S. Bank.

8 5. Mr. Lampman immediately defaulted on the First Loan by failing to make his first  
9 payment due under the First Loan. In fact, Mr. Lampman has not made a single payment on the First  
10 Loan.

11 6. About February 2009, Mr. Lampman contacted U.S. Bank inquiring about available  
12 assistance on the First Loan. U.S. Bank provided information about options. Mr. Lampman did not  
13 request any action to be taken at that time.

14 7. On or about May 1, 2009, Mr. Lampman contacted U.S. Bank regarding modifying  
15 the First Loan. U.S. Bank considered the request.

16 8. On May 8, 2009, U.S. Bank prepared and sent to Mr. Lampman a cover letter with a  
17 modification agreement ("Modification Agreement") and two ancillary agreements - a Notice of No  
18 Oral Agreements and Errors and Omissions Compliance Agreement. As explained in the cover  
19 letter, Mr. Lampman was to sign and notarize the Modification Agreement. He also was supposed to  
20 sign supporting documents. He was to send the executed documents to U.S. Bank by May 18, 2009,  
21 along with his first payment of \$14,174.06. Thereafter, Mr. Lampman was to make monthly  
22 installment payments of \$14,174.06. In addition, under Paragraph 4, Mr. Lampman was to pay  
23 taxes, insurance premiums and other charges that he agreed to pay under his loan documents.  
24 Attached as Ex. 1 is a true and correct copy of the May 8 cover letter along with the proposed  
25 Modification Agreement and ancillary agreements.

26 9. Mr. Lampman failed to return the Modification Agreement and first payment by May  
27 18, 2009. On or about July 2, 2009, Mr. Lampman returned the Modification Agreement, but the  
28 Modification Agreement was not signed and was not notarized. Mr. Lampman signed only the

1 Notice of No Oral Agreements and an Errors and Omissions Compliance Agreement. Moreover,  
2 Mr. Lampman did not send the required first payment of \$14,174.06. Attached as Ex. 2 is a true and  
3 correct copy of the proposed Modification Agreement as returned by Mr. Lampman.

4 10. On July 6, 2009, U.S. Bank advised Mr. Lampman in a phone call that the  
5 Modification Agreement was not properly executed, and that he must sign and notarize, and return  
6 the documents along with the first payment that was due on July 1, 2009. On July 6, 2009, U.S.  
7 Bank again sent the Modification Agreement to Mr. Lampman for execution.

8 11. On or about July 29, 2009, Mr. Lampman contacted U.S. Bank and stated he never  
9 received the Modification Agreement which was sent to him on July 6, 2009. Therefore, on or about  
10 July 29, 2009, U. S Bank sent Mr. Lampman a third copy of the Modification Agreement.

11 12. Mr. Lampman never returned the Modification Agreement after it was sent to him on  
12 July 29, 2009.

13 13. Mr. Lampman has not made any payments pursuant to the proposed Modification  
14 Agreement.

15 14. Upon information and belief, Mr. Lampman continues to reside at the Property.

16 ///

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18 ///

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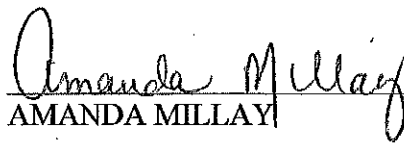
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28 ///

1 I declare under penalty of perjury under the laws of the State of Nevada that the foregoing is  
2 true and correct.

3 Dated: November 23, 2009

4  
5   
6 AMANDA MILLAY

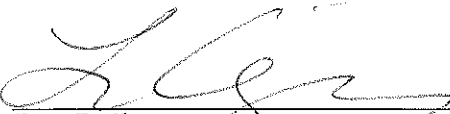
**PROOF OF SERVICE**

I hereby certify that I am a citizen of the United States and am employed in Clark County, where this mailing occurs. I am over the age of eighteen years and not a party to the within entitled action; my business address is 100 N. City Parkway, Suite 1560, Las Vegas, Nevada 89106.

On November 23, 2009, I served the document described as **DECLARATION OF AMANDA MILLAY** on the interested party(ies) in this action as follows:

Charles T. Wright  
Sherry A. Moore  
PIET & WRIGHT  
3130 S. Rainbow, Suite 304  
Las Vegas, NV 89146  
T: 702.566.1212  
F: 702.566.4833  
Attorneys for Plaintiff

- ☐ **BY MAIL:** I am "readily familiar" with the firm's practice of collection and processing correspondence for mailing. Under that practice it would be deposited with the U.S. postal service on that same day with postage thereon fully prepaid at Las Vegas, Nevada, in the ordinary course of business.
- ☐ **BY FEDERAL EXPRESS:** I served said document(s) to be delivered on the same day to a courier or driver authorized by Federal Express to receive documents, in an envelope or package designated by Federal Express.
- ☒ **BY ELECTRONIC SERVICE:** I served a true copy, with all exhibits, electronically on designated recipients via electronic transmission of said document(s) as provided under Federal Rules of Civil Procedure.

  
Jana Dailey  
An employee of DUANE MORRIS LLP

# EXHIBIT 1

# EXHIBIT 1



usbank.com

■ U.S. BANK HOME MORTGAGE

4801 Frederica Street  
P.O. Box 20005  
Owensboro, KY 42304-0005

May 08, 2009

Shawn Lampman  
10000 Summit Canyon Drive  
Las Vegas NV 89144

Mortgage Loan Number 6800170489

Dear Mortgagor(s):

We have processed your Loan Modification request. This letter will provide you with the information and instructions you need to modify your mortgage. We have enclosed two copies of a Loan Modification agreement. Instructions for completing these agreements appear below.

Modified Note Rate: 5.375 % Principal Balance: \$2147149.77  
Date Rate is in effect: 06/01/09 Principal & Interest: 10892.33  
New Maturity Date: 06/01/2049 Monthly Escrow: 3,281.73  
First Payment Due On: 07/01/09 Total Payment: 14174.06  
Total Cash Contribution: \$14174.06

\*\*\*\*\*ALL MODIFICATION FUNDS MUST BE REMITTED AS CERTIFIED FUNDS.\*\*\*\*\*  
\*\*Final payment figures may change due to variations in escrow.\*\*\*\*\*

1. All borrowers listed on the enclosed Loan Modification Agreement must sign the agreement and the signatures must be notarized. Please Note: The original agreement must have original signatures \*as they are typed\* and must be signed in the presence of a notary public. You should make a photocopy of the original agreement after it has been signed and keep for your records.
2. Return to the address below, BOTH signed and notarized originals of the Loan Modification Agreement and \$14174.06 by 05/18/09 NO EXCEPTION

S!.

U. S. Bank Home Mortgage  
Attn: Default Resolution Department  
4801 Frederica Street  
Owensboro, KY 42301

**\*\*PLEASE DO NOT RETURN DOCUMENTS TO FIRST AMERICAN\*\***

If you have any questions about this agreement, or the modification process, please call me at 1-800-365-7900.

Sincerely,

Alysha Smith  
Owensboro Default Resolution



Tax Parcel No.:

**RECORD AND RETURN TO:**  
**FIRST AMERICAN TITLE**  
**P.O. BOX 27670**  
**SANTA ANA, CA 92799-7670**  
**ATTN: LMTS**

[Space Above This Line for Recording Data]  
Original Recorded Date: AUGUST 29, 2008      Loan No.: 6800170489

**LOAN MODIFICATION AGREEMENT**  
**(Providing for Fixed Interest Rate)**

This Loan Modification Agreement ("Agreement"), made this 1ST day of JUNE, 2009,  
between SHAWN LAMPMAN

("Borrower") and U.S. BANK, NA

("Lender"),

amends and supplements (1) the Mortgage, Deed of Trust or Security Deed (the "Security Instrument"), and  
Timely Payment Rewards Rider, if any, dated AUGUST 29, 2008 and recorded in

, of the Official Records of  
(Name of Records)

CLARK COUNTY, NEVADA

, and (2) the Note bearing the same date as, and

(County and State, or other jurisdiction)

secured by, the Security Instrument, which covers the real and personal property described in the Security  
Instrument and defined therein as the "Property", located at

10000 SUMMIT CANYON DRIVE, LAS VEGAS, NEVADA 89144

(Property Address)

6800170489

the real property described being set forth as follows:

In consideration of the mutual promises and agreements exchanged, the parties hereto agree as follows (notwithstanding anything to the contrary contained in the Note or Security Instrument):

1. As of **JUNE 1, 2009**, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. \$ **2,147,149.77**, consisting of the unpaid amount(s) loaned to Borrower by Lender plus any interest and other amounts capitalized.
2. Borrower promises to pay the Unpaid Principal Balance, plus interest, to the order of Lender. Interest will be charged on the Unpaid Principal Balance at the yearly rate of **5.375 %**, from **JUNE 1, 2009**. Borrower promises to make monthly payments of principal and interest of U.S. \$ **10,892.33**, beginning on the **1ST** day of **JULY, 2009**, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. The yearly rate of **5.375 %** will remain in effect until principal and interest are paid in full. If on **JUNE 01, 2049** (the "Maturity Date"), Borrower still owes amounts under the Note and the Security Instrument, as amended by this Agreement, Borrower will pay these amounts in full on the Maturity Date.
3. If all or any part of the Property or any interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by the Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by the Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by the Security Instrument without further notice or demand on Borrower.

4. Borrower also will comply with all other covenants, agreements, and requirements of the Security Instrument, including without limitation, Borrower's covenants and agreements to make all payments of taxes, insurance premiums, assessments, escrow items, impounds, and all other payments that Borrower is obligated to make under the Security Instrument; however, the following terms and provisions are forever canceled, null and void, as of the date specified in paragraph No. 1 above:

6800170489

- (a) all terms and provisions of the Note and Security Instrument (if any) providing for, implementing, or relating to, any change or adjustment in the rate of interest payable under the Note, including, where applicable, the Timely Payment Rewards rate reduction, as described in paragraph 1 of the Timely Payment Rewards Addendum to Note and paragraph A.1. of the Timely Payment Rewards Rider. By executing this Agreement, Borrower waives any Timely Payment Rewards rate reduction to which Borrower may have otherwise been entitled; and
- (b) all terms and provisions of any adjustable rate rider, or Timely Payment Rewards Rider, where applicable, or other instrument or document that is affixed to, wholly or partially incorporated into, or is part of, the Note or Security Instrument and that contains any such terms and provisions as those referred to in (a) above.

5. Borrower understands and agrees that:

- (a) All the rights and remedies, stipulations, and conditions contained in the Security Instrument relating to default in the making of payments under the Security Instrument shall also apply to default in the making of the modified payments hereunder.
- (b) All covenants, agreements, stipulations, and conditions in the Note and Security Instrument shall be and remain in full force and effect, except as herein modified, and none of the Borrower's obligations or liabilities under the Note and Security Instrument shall be diminished or released by any provisions hereof, nor shall this Agreement in any way impair, diminish, or affect any of Lender's rights under or remedies on the Note and Security Instrument, whether such rights or remedies arise thereunder or by operation of law. Also, all rights of recourse to which Lender is presently entitled against any property or any other persons in any way obligated for, or liable on, the Note and Security Instrument are expressly reserved by Lender.
- (c) Nothing in this Agreement shall be understood or construed to be a satisfaction or release in whole or in part of the Note and Security Instrument.
- (d) All costs and expenses incurred by Lender in connection with this Agreement, including recording fees, title examination, and attorney's fees, shall be paid by the Borrower and shall be secured by the Security Instrument, unless stipulated otherwise by Lender.
- (e) Borrower agrees to make and execute such other documents or papers as may be necessary or required to effectuate the terms and conditions of this Agreement which, if approved and accepted by Lender, shall bind and inure to the heirs, executors, administrators, and assigns of the Borrower.

6800170489

6. This Agreement modifies an obligation secured by an existing security instrument recorded in **CLARK** County, **NEVADA**, upon which all recordation taxes have been paid. As of the date of this Agreement, the unpaid principal balance of the original obligation secured by the existing security instrument is \$2,000,000.00. The principal balance secured by the existing security instrument as a result of this Agreement is \$ 2,147,149.77, which amount represents the excess of the unpaid principal balance of this original obligation.

U.S. BANK, NA

\_\_\_\_\_  
Name: **GREGG SPEER** (Seal)  
Its: **SENIOR VICE PRESIDENT** - Lender

\_\_\_\_\_  
**SHAWN LAMPMAN** (Seal)  
- Borrower

\_\_\_\_\_  
(Seal)  
- Borrower

\_\_\_\_\_  
(Seal)  
- Borrower

\_\_\_\_\_  
(Seal)  
- Borrower

\_\_\_\_\_  
(Seal)  
- Borrower

\_\_\_\_\_  
(Seal)  
- Borrower

\_\_\_\_\_[Space Below This Line for Acknowledgments] 6800170489

STATE OF \_\_\_\_\_ COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ by  
SHAWN LAMPMAN

Signature of Person Taking Acknowledgment \_\_\_\_\_

Printed Name \_\_\_\_\_

Title or Rank \_\_\_\_\_

Serial Number, if any \_\_\_\_\_

**LENDER ACKNOWLEDGMENT**

STATE OF KENTUCKY COUNTY OF DAVISS

The foregoing instrument was acknowledged before me this \_\_\_\_\_ by  
GREGG SPEER, the SENIOR VICE PRESIDENT  
of \_\_\_\_\_

a \_\_\_\_\_, on behalf of said entity.

Signature of Person Taking Acknowledgment \_\_\_\_\_

Printed Name \_\_\_\_\_

Title or Rank \_\_\_\_\_

Serial Number, if any \_\_\_\_\_

Date: JUNE 1, 2009  
Loan Number: 6800170489  
Lender: U.S. BANK, NA

Borrower: SHAWN LAMPMAN

Property Address: 10000 SUMMIT CANYON DRIVE  
LAS VEGAS, NEVADA 89144

### NOTICE OF NO ORAL AGREEMENTS

THIS WRITTEN LOAN AGREEMENT REPRESENTS THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES.

THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.

**Receipt of Notice.** The undersigned hereby admit to having each received and read a copy of this Notice on or before execution of the Loan Agreement. "Loan Agreement" means one or more promises, promissory notes, agreements, undertakings, security agreements, deeds of trust or other documents, or commitments, or any combination of those actions or documents, pursuant to which a financial institution loans or delays repayment of or agrees to loan or delay repayment of money, goods or any other thing of value or to otherwise extend credit or make a financial accommodation.

Borrower \_\_\_\_\_ Date \_\_\_\_\_  
SHAWN LAMPMAN

Borrower \_\_\_\_\_ Date \_\_\_\_\_

Borrower \_\_\_\_\_ Date \_\_\_\_\_

Borrower \_\_\_\_\_ Date \_\_\_\_\_

Borrower \_\_\_\_\_ Date \_\_\_\_\_

Borrower \_\_\_\_\_ Date \_\_\_\_\_

Date: JUNE 1, 2009  
Loan Number: 6800170489  
Lender: U.S. BANK, NA

Borrower: SHAWN LAMPMAN

Property Address: 10000 SUMMIT CANYON DRIVE  
LAS VEGAS, NEVADA 89144

### ERRORS AND OMISSIONS COMPLIANCE AGREEMENT

In consideration of U.S. BANK, NA

(the "Lender") agreeing to modify the referenced loan (the "Loan") to the Borrower, the Borrower agrees that if requested by the Lender, the Borrower will correct, or cooperate in the correction of, any clerical errors made in any document or agreement entered into in connection with the modification of the Loan, if deemed necessary or desirable in the reasonable discretion of the Lender, to enable Lender to sell, convey, seek guaranty or market the Loan to any entity, including without limitation, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Government National Mortgage Association, the Federal Housing Authority, the Department of Veterans Affairs or any municipal bond authority.

The Borrower agrees to comply with all such requests made by the Lender within 30 days of receipt of written request from the Lender. Borrower agrees to assume all costs that may be incurred by the Lender, including without limitation, actual expenses, legal fees and marketing losses, as a result of the Borrower's failure to comply with all such requests within such 30 day time period.

The Borrower makes this agreement in order to assure that the documents and agreements executed in connection with the modification of the Loan will conform to and be acceptable in the marketplace in the event the Loan is transferred, conveyed, guaranteed or marketed by the Lender.

SHAWN LAMPMAN

Date

Date

Date

Date

Date

Date

# EXHIBIT 2

# EXHIBIT 2

Tax Parcel No.:

RECORD AND RETURN TO:  
FIRST AMERICAN TITLE  
P.O. BOX 27670  
SANTA ANA, CA 92799-7670  
ATTN: LMTS

[Space Above This Line for Recording Data]  
Original Recorded Date: AUGUST 29, 2008      Loan No.: 6800170489

### LOAN MODIFICATION AGREEMENT (Providing for Fixed Interest Rate)

This Loan Modification Agreement ("Agreement"), made this 1ST day of JUNE, 2009,  
between SHAWN LAMPMAN

("Borrower") and U.S. BANK, NA

("Lender"),

amends and supplements (1) the Mortgage, Deed of Trust or Security Deed (the "Security Instrument"), and  
Timely Payment Rewards Rider, if any, dated AUGUST 29, 2008

, of the Official Records of  
(Name of Secured)

, and (2) the Note bearing the same date as, and

CLARK COUNTY, NEVADA

(County and State, or other jurisdiction)

secured by, the Security Instrument, which covers the real and personal property described in the Security  
Instrument and defined therein as the "Property", located at

10000 SUMMIT CANYON DRIVE, LAS VEGAS, NEVADA 89144

(Property Address)

(Page 1 of 3)  
NEVADA

Form 3179 J01 (rev. 01/09)

LOAN MODIFICATION AGREEMENT - Single Family - Fannie Mae Uniform Instrument  
Modified by First American Loan Production Services

First American Real Estate Solutions LLC  
FALFS# NVFMS179 Rev. 02-06-09

6300170489

the real property described being set forth as follows:

In consideration of the mutual promises and agreements exchanged, the parties hereto agree as follows (notwithstanding anything to the contrary contained in the Note or Security Instrument):

1. As of JUNE 1, 2009, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. \$ 2,147,149.77, consisting of the unpaid amount(s) loaned to Borrower by Lender plus any interest and other amounts capitalized.
2. Borrower promises to pay the Unpaid Principal Balance, plus interest, to the order of Lender. Interest will be charged on the Unpaid Principal Balance at the yearly rate of 5.375 % from JUNE 1, 2009. Borrower promises to make monthly payments of principal and interest of U.S. \$ 10,892.33, beginning on the 1ST day of JULY, 2009, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. The yearly rate of 5.375 % will remain in effect until principal and interest are paid in full. If on JUNE 01, 2049 (the "Maturity Date"), Borrower still owes amounts under the Note and the Security Instrument, as amended by this Agreement, Borrower will pay these amounts in full on the Maturity Date.
3. If all or any part of the Property or any interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by the Security Instrument.
- If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by the Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by the Security Instrument without further notice or demand on Borrower.
4. Borrower also will comply with all other covenants, agreements, and requirements of the Security Instrument, including without limitation, Borrower's covenants and agreements to make all payments of taxes, insurance premiums, assessments, escrow items, impounds, and all other payments that Borrower is obligated to make under the Security Instrument; however, the following terms and provisions are forever canceled, null and void, as of the date specified in paragraph No. 1 above:

6800170489

- (a) all terms and provisions of the Note and Security Instrument (if any) providing for, implementing, or relating to, any change or adjustment in the rate of interest payable under the Note, including, where applicable, the Timely Payment Rewards rate reduction, as described in paragraph 1 of the Timely Payment Rewards Addendum to Note and paragraph A.1. of the Timely Payment Rewards Rider. By executing this Agreement, Borrower waives any Timely Payment Rewards rate reduction to which Borrower may have otherwise been entitled; and
- (b) all terms and provisions of any adjustable rate rider, or Timely Payment Rewards Rider, where applicable, or other instrument or document that is affixed to, wholly or partially incorporated into, or is part of, the Note or Security Instrument and that contains any such terms and provisions as those referred to in (a) above.

5. Borrower understands and agrees that:

- (a) All the rights and remedies, stipulations, and conditions contained in the Security Instrument relating to default in the making of payments under the Security Instrument shall also apply to default in the making of the modified payments hereunder.
- (b) All covenants, agreements, stipulations, and conditions in the Note and Security Instrument shall be and remain in full force and effect, except as herein modified, and none of the Borrower's obligations or liabilities under the Note and Security Instrument shall be diminished or released by any provisions hereof, nor shall this Agreement in any way impair, diminish, or affect any of Lender's rights under or remedies on the Note and Security Instrument, whether such rights or remedies arise thereunder or by operation of law. Also, all rights of recourse to which Lender is presently entitled against any property or any other persons in any way obligated for, or liable on, the Note and Security Instrument are expressly reserved by Lender.
- (c) Nothing in this Agreement shall be understood or construed to be a satisfaction or release in whole or in part of the Note and Security Instrument.
- (d) All costs and expenses incurred by Lender in connection with this Agreement, including recording fees, title examination, and attorney's fees, shall be paid by the Borrower and shall be secured by the Security Instrument, unless stipulated otherwise by Lender.
- (e) Borrower agrees to make and execute such other documents or papers as may be necessary or required to effectuate the terms and conditions of this Agreement which, if approved and accepted by Lender, shall bind and inure to the heirs, executors, administrators, and assigns of the Borrower.

6800170489

6. This Agreement modifies an obligation secured by an existing security instrument recorded in CLARK County, NEVADA, upon which all recordation taxes have been paid. As of the date of this Agreement, the unpaid principal balance of the original obligation secured by the existing security instrument is \$2,000,000.00. The principal balance secured by the existing security instrument as a result of this Agreement is \$ 2,147,149.77, which amount represents the excess of the unpaid principal balance of this original obligation.

U.S. BANK, NA

\_\_\_\_\_(Seal)  
Name: GREGG SPEER - Lender  
Its: SENIOR VICE PRESIDENT

\_\_\_\_\_(Seal)  
SHAWN LAMPMAN - Borrower

\_\_\_\_\_(Seal)  
- Borrower

\_\_\_\_\_(Seal)  
- Borrower

\_\_\_\_\_(Seal)  
- Borrower

\_\_\_\_\_(Seal)  
- Borrower

\_\_\_\_\_(Seal)  
- Borrower

\_\_\_\_\_[Space Below This Line for Acknowledgments] 6800170489

STATE OF \_\_\_\_\_ COUNTY OF \_\_\_\_\_  
The foregoing instrument was acknowledged before me this \_\_\_\_\_ by  
SHAWN LAMPMAN  
\_\_\_\_\_  
\_\_\_\_\_

Signature of Person Taking Acknowledgment \_\_\_\_\_  
Printed Name \_\_\_\_\_  
Title or Rank \_\_\_\_\_  
Serial Number, if any \_\_\_\_\_

LENDER ACKNOWLEDGMENT

STATE OF KENTUCKY COUNTY OF DAVIESS  
The foregoing instrument was acknowledged before me this \_\_\_\_\_ by  
GREGG SPEER, the SENIOR VICE PRESIDENT  
of \_\_\_\_\_  
a \_\_\_\_\_, on behalf of said entity.

Signature of Person Taking Acknowledgment \_\_\_\_\_  
Printed Name \_\_\_\_\_  
Title or Rank \_\_\_\_\_  
Serial Number, if any \_\_\_\_\_

Date: JUNE 1, 2009

Loan Number: 6800170489

Lender: U.S. BANK, NA

Borrower: SHAWN LAMPMAN

Property Address: 10000 SUMMIT CANYON DRIVE  
LAS VEGAS, NEVADA 89144

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THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.

**Receipt of Notice.** The undersigned hereby admit to having each received and read a copy of this Notice on or before execution of the Loan Agreement. "Loan Agreement" means one or more promises, promissory notes, agreements, undertakings, security agreements, deeds of trust or other documents, or commitments, or any combination of those actions or documents, pursuant to which a financial institution loans or delays repayment of or agrees to loan or delay repayment of money, goods or any other thing of value or to otherwise extend credit or make a financial accommodation.

  
Borrower \_\_\_\_\_ Date \_\_\_\_\_  
SHAWN LAMPMAN

Borrower \_\_\_\_\_ Date \_\_\_\_\_

Borrower \_\_\_\_\_ Date \_\_\_\_\_

Borrower \_\_\_\_\_ Date \_\_\_\_\_

Borrower \_\_\_\_\_ Date \_\_\_\_\_

Borrower \_\_\_\_\_ Date \_\_\_\_\_

Date: JUNE 1, 2009  
Loan Number: 6800170489  
Lender: U.S. BANK, NA

Borrower: SHAWN LAMPMAN

Property Address: 10000 SUMMIT CANYON DRIVE  
LAS VEGAS, NEVADA 89144

## ERRORS AND OMISSIONS COMPLIANCE AGREEMENT

In consideration of U.S. BANK, NA

(the "Lender") agreeing to modify the referenced loan (the "Loan") to the Borrower, the Borrower agrees that if requested by the Lender, the Borrower will correct, or cooperate in the correction of, any clerical errors made in any document or agreement entered into in connection with the modification of the Loan, if deemed necessary or desirable in the reasonable discretion of the Lender, to enable Lender to sell, convey, seek guaranty or market the Loan to any entity, including without limitation, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Government National Mortgage Association, the Federal Housing Authority, the Department of Veterans Affairs or any municipal bond authority.

The Borrower agrees to comply with all such requests made by the Lender within 30 days of receipt of written request from the Lender. Borrower agrees to assume all costs that may be incurred by the Lender, including without limitation, actual expenses, legal fees and marketing losses, as a result of the Borrower's failure to comply with all such requests within such 30 day time period.

The Borrower makes this agreement in order to assure that the documents and agreements executed in connection with the modification of the Loan will conform to and be acceptable in the marketplace in the event the Loan is transferred, conveyed, guaranteed or marketed by the Lender.

  
SHAWN LAMPMAN

Date

Date

Date

Date

Date

Date